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9
10 Attorneys For Plaintiff
11 AnaJet, Inc.

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA
14 SOUTHERN DIVISION - SANTA ANA
15 Case No. SACV10-00294 RNB

16 ANAJET, INC.,
17 Plaintiff,
18 vs.
19 EQUIPMENT ZONE, INC.,
20 Defendant.

21
22 COMPLAINT FOR:
23 (1) UNFAIR COMPETITION
24 [CA Bus. & Prof. Code §
25 17200];
26 (2) UNFAIR COMPETITION [Common
27 Law];
28 (3) DEFAMATION;
29 (4) TRADE DEFAMATION;
30 (5) INTENTIONAL INTERFERENCE
31 WITH PROSPECTIVE ECONOMIC
32 ADVANTAGE;
33 (6) NEGLIGENT INTERFERENCE
34 WITH PROSPECTIVE ECONOMIC
35 ADVANTAGE;
36 (7) INJUNCTIVE RELIEF; AND
37 (8) DECLARATORY RELIEF

38 JURY TRIAL DEMANDED

39 As a Complaint herein, plaintiff ANAJET, INC.

40 ("Plaintiff") alleges against defendant EQUIPMENT ZONE, INC.
41 ("Defendant"), as follows:

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45 CLERK'S OFFICE
46 CENTRAL DISTRICT OF CALIFORNIA
47 SANTA ANA
48 BY:

49 FILED

1 I. JURISDICTION, VENUE AND PARTIES

2 1. This Court has jurisdiction over this matter
3 pursuant to 28 U.S.C. section 1332 (diversity of citizenship),
4 inasmuch as: (a) Plaintiff is a California corporation with its
5 principal place of business located within this judicial district
6 in Costa Mesa, Orange County, California; (b) Plaintiff alleges on
7 information and belief that Defendant is a New Jersey corporation
8 with its principal place of business located in Fair Lawn, New
9 Jersey; and (c) the amount in controversy in this matter, exclusive
10 of interest and costs, exceeds \$75,000.00.

11 2. Venue is proper in this Court pursuant to 28 U.S.C.
12 section 1391 in that a substantial part of the events giving rise
13 to the claims occurred within this judicial district, and, for
14 purposes of venue, Plaintiff alleges on information and belief that
15 Defendant is subject to personal jurisdiction within this judicial
16 district.

17 3. Plaintiff is, and at all times relevant herein was,
18 a California corporation with its principal place of business
19 located in Costa Mesa, California, and doing business in Orange
20 County, California.

21 4. Plaintiff alleges on information and belief that
22 Defendant is, and at all times relevant herein was, a New Jersey
23 corporation with its principal place of business located in Fair
24 Lawn, New Jersey, and also doing business in Orange County and Los
25 Angeles County, California.

26 II. GENERAL ALLEGATIONS

27 5. Plaintiff is a leading developer, manufacturer and
28 distributor of direct to garment digital apparel printers and

related equipment, including without limitation, Plaintiff's flagship AnaJet SPRINT™ Digital Apparel Printer ("SPRINT™ Printer") and the AnaJet Printer FP-125 series (collectively, the "AnaJet Printers"), and AnaJet PTB-1 Pretreatment Station (the "AnaJet Pretreatment Station"). The AnaJet Printers print directly onto garments (such as T-shirts) and other textile items such as bags, pillowcases, head wear, mouse pads and other decorative items.

6. In addition to the foregoing products, Plaintiff sells trademarked digital textile inks, including without limitation, AnaBright® Inks ("AnaBright®") and PolyBright™ Inks ("PolyBright™"), as well as its own AnaPrint Printing Program software, electronic system controller, closed-loop ink delivery system, and auto print head maintenance features, which are used in the AnaJet Printers and allow them to run more efficiently, with lower maintenance and higher productivity than the products of Plaintiff's competitors.

7. Plaintiff alleges on information and belief that Defendant is a direct competitor of Plaintiff and sells the Veloci-Jet XL Printer ("Veloci-Jet"), as well as related equipment and inks.

8. As a leading manufacturer of direct to garment printing technology, Plaintiff participates in numerous major trade shows which are open to the public throughout the United States and the world. In or about January 2010, Plaintiff participated in and maintained a booth at the Imprinted Sportswear Show held at the Long Beach Convention Center in California (the "Long Beach ISS").

9. Plaintiff alleges on information and belief that Defendant also had a booth and participated at the Long Beach ISS,

1 and that Defendant's President, Harry Oster ("H. Oster"), its Sales
2 Manager, Alex Oster ("A. Oster"), and other of Defendant's
3 authorized representatives, including without limitation, Javier
4 Flores ("Flores"), were present and actively participated at the
5 Long Beach ISS on Defendant's behalf (hereinafter, H. Oster, A.
6 Oster and Flores are sometimes collectively referred to as
7 Defendant's "Authorized Representatives").

8 10. Plaintiff alleges on information and belief that, at
9 the Long Beach ISS, Defendant displayed at Defendant's booth a
10 partially disassembled SPRINT™ Printer, and, through its Authorized
11 Representatives, repeatedly made unfair, deceptive, false and/or
12 misleading statements, both in writing and/or orally, about
13 Plaintiff and about Plaintiff's products, including without
14 limitation, about the AnaJet Printers, to attendees of the Long
15 Beach ISS. Plaintiff further alleges on information and belief
16 that such statements were received and published in Long Beach,
17 California, and that Defendant further made unfair, false,
18 deceptive and/or misleading statements about Defendant's own
19 products.

20 11. Plaintiff alleges on information and belief that the
21 unfair, false, deceptive and/or misleading statements made by
22 Defendant at the Long Beach ISS included, without limitation, that:

23 (a) Plaintiff's printers were supposedly "no good",
24 "very weak" and "too weak", and purportedly suffer damage during
25 shipping because of such weakness;

26 (b) Plaintiff supposedly sells the identical inks
27 used by Defendant and other manufacturers;

28

(c) Plaintiff's ink cartridges are supposedly not recyclable, but Defendant's are and can be refilled with ink sold by any other supplier, thus, decreasing ink costs;

(d) Plaintiff's SPRINT™ Printer and Defendant's Veloci-Jet supposedly are the same printers although Defendant's costs less;

(e) Plaintiff supposedly is "lying to their clients" when it says it has its own printer and sells a different printer than Defendant;

(f) Defendant supposedly has an 18 month warranty "for everything", and a lifetime warranty for any concerns about the machine and its operation, while Plaintiff only has a 12 month warranty;

(g) Defendant's Veloci-Jet can supposedly print 13" wide on textile surfaces;

(h) White ink and color ink for a Veloci-Jet supposedly costs 63% and 64%, respectively, less than for a SPRINT™ Printer, even though they use the exact same ink;

(i) Defendant's Veloci-Jet and Plaintiff's SPRINT™
Printer supposedly "use the same print engine";

(j) Defendant's Veloci-Jet and Plaintiff's SPRINT™
Printer supposedly have the identical print speed;

(k) Defendant supposedly offers a pretreat unit that can be operated right next to its Veloci-Jet, while Plaintiff's customers must "pretreat manually in another room or outside";

(l) Plaintiff's shirt holder supposedly is not removable;

(m) Plaintiff's SPRINT™ Printer supposedly does not have flip top easy access;

(n) Maintenance on Defendant's Veloci-Jet and Plaintiff's SPRINT™ Printer is supposedly identical because they both are based on the same print engine;

(o) Plaintiff's SPRINT™ Printer supposedly does not have refillable cleaning cartridges; and

(p) Plaintiff's SPRINT™ Printer supposedly only has dampers in its ink delivery system.

12. Plaintiff alleges on information and belief that each of the foregoing statements by Defendant was and is unfair, false, deceptive and/or misleading, and that the true facts were and are as follows:

(a) Plaintiff's AnaJet Printers are highly acclaimed and incorporate the latest technology, including proprietary printer control systems and proprietary closed-loop ink delivery systems, and they are not weak or subject to damage during shipping because of any weakness;

(b) Plaintiff maintains strict trade secrets as to its inks and the sources of such inks, and Defendant has no legitimate basis for asserting that they are the same inks as used by Defendant;

(c) Defendant's refillable and recyclable cartridges are not more cost effective because they cause all types of performance and efficiency problems, including without limitation, oxidation, disrupted ink flow, increased maintenance and waste, while Plaintiff's SPRINT™ Printer uses a proprietary closed-loop ink delivery system with sealed ink cartridges that

1 provides superior performance, less maintenance, and less wasted
2 ink, thus, reducing overall ink costs;

3 (d) Plaintiff's SPRINT™ Printer and Defendant's
4 Veloci-Jet do not utilize the same printer control system, and,
5 rather, Plaintiff's print head includes its own proprietary
6 electronic system controller;

7 (e) Plaintiff is not "lying" to its customers when
8 it says it has its own print engine because Plaintiff's printer
9 includes its own proprietary electronic system controller, which is
10 not used by Defendant;

11 (f) Defendant's 18 month warranty is limited and
12 does not cover "everything", including, but not limited to, it does
13 not cover the most critical feature of the printer, i.e., the print
14 head, and Defendant does not provide any type of lifetime warranty
15 for all printer concerns; whereas, Plaintiff offers both a 12 month
16 limited warranty on its equipment and a 90 day warranty on its
17 print heads;

18 (g) While the Epson printer used in Defendant's
19 Veloci-Jet might be capable of printing 13" wide on paper, when a
20 garment is loaded, extra garment material has to drape around both
21 sides of the print table and, therefore, Defendant's printer cannot
22 actually print 13" wide on textiles as advertised;

23 (h) Ink costs are dependant not only on the nominal
24 price of the ink itself, but on how much ink is used and/or wasted
25 during the printing process and maintenance, and Plaintiff's
26 proprietary AnaBright® and PolyBright™ Inks, AnaPrint Printing
27 Program software, electronic system controller, closed-loop ink
28 delivery and auto print head maintenance systems, all contribute to

Plaintiff's SPRINT™ Printer using less ink during the printing process and maintenance than Defendant's printers;

(i) Defendant's Veloci-Jet and Plaintiff's AnaJet Printers do not "use the same print engine" as Defendant asserts; rather, Plaintiff's AnaJet Printers use their own print engine which includes, without limitation, Plaintiff's own proprietary electric system controller, as well as Plaintiff's own proprietary ink delivery system, controlled by Plaintiff's own AnaPrint Printing Program software;

(j) Defendant's Veloci-Jet and Plaintiff's SPRINT™ Printer do not have the identical print speed, and Plaintiff's print speeds have been observed to be twice as fast as Veloci-Jet's for dark colored garments and 30% faster for white garments, while print speed is further affected by a number of additional factors, including without limitation, the print engine (different from Defendant's), the ink delivery system (different from Defendant's), the need for maintenance and print nozzle clogging (less for Plaintiff), better software performance, etc.;

(k) Plaintiff offers its own enclosed AnaJet Pretreatment Station which can be placed right next to its printers, and Plaintiff's customers do not need to "pretreat manually in another room or outside";

(1) Plaintiff's shirt holder or print table is removable and interchangeable with a variety of sizes of print tables, including without limitation, regular tables, youth tables and long tables;

(m) Plaintiff's SPRINT™ Printer does, in fact, have flip top easy access;

(n) Defendant's Veloci-Jet and Plaintiff's AnaJet Printers are not based on the same print engine and, further, maintenance is not "identical" inasmuch as Plaintiff's proprietary ink delivery system and auto print head maintenance decrease the amount and frequency of maintenance required as compared to Defendant's printers;

(o) Plaintiff's SPRINT™ Printer uses sealed ink and cleaning cartridges which reduce oxidation, clogging, disruption of ink flow and waste during maintenance; and

(p) Plaintiff's SPRINT™ Printer uses both cartridges and dampers in its ink delivery system, not just dampers alone.

13. Plaintiff alleges on information and belief that, within the last 12 months, Defendant and its Authorized Representatives have repeated, published, communicated, printed and advertised the same and/or substantially similar unfair, false, deceptive and/or misleading statements as set forth in paragraphs 11 and 12 above to the public at large, and to customers and potential customers of Plaintiff and Defendant, including, without limitation, doing so at other trade shows, such as the ISS trade show held in Orlando, Florida in February 2010, as well as over Defendant's internet website and in published brochures.

14. Plaintiff further alleges on information and belief that, in or about March 2010, Defendant, through its authorized representative Jay Crockett, made the following additional unfair, false, deceptive and/or misleading statements regarding Plaintiff in a telephone communication:

(a) Supposedly "AnaJet will lie to you" and will not answer questions honestly regarding print speeds;

(b) Defendant and Plaintiff supposedly use the "same identical printer (R1900);

(c) Defendant and Plaintiff supposedly use the "same inks", but sell them for different prices; and

(d) Plaintiff supposedly "will say they give lifetime warranties, but it's not true".

9 15. Plaintiff alleges on information and belief that
10 each of the foregoing statements by Defendant was and is unfair,
11 false, deceptive and/or misleading, and the true facts were and are
12 that:

(a) Plaintiff does not "lie" when it says that Defendant's Veloci-Jet and Plaintiff's SPRINT™ Printer do not have the identical print speed, particularly inasmuch as Plaintiff's print speeds have been observed to be twice as fast as Veloci-Jet's for dark colored garments and 30% faster for white garments, and print speed is further affected by a number of additional factors including the print engine (different from Defendant's), the ink delivery system (different from Defendant's), the need for maintenance and print nozzle clogging (less for Plaintiff's), and better software performance, etc.

(b) Plaintiff's SPRINT™ Printer and Defendant's Veloci-Jet do not use identical print engines, particularly inasmuch as Plaintiff's AnaJet Printers includes a proprietary electronic system controller and ink delivery system;

(c) Plaintiff does not use the same inks purportedly used by Defendant, but Plaintiff has its own inks which

1 are subject to trade secret protection, including its AnaBright®
2 and PolyBright™ Inks; and

3 (d) Plaintiff does not represent that it offers
4 lifetime warranties, but, rather, offers a 12 month limited
5 warranty on its equipment and a 90 day warranty on its print heads,
6 and lifetime technical support.

7 16. Plaintiff alleges on information and belief that, in
8 or about March 2010, Defendant caused to be published in Printware
9 Magazine certain unfair, false, deceptive and/or misleading
10 statements regarding Defendant's own purportedly "refillable inkjet
11 cartridges", specifically stating that they supposedly are "AnaJet-
12 compatible", eliminate waste and save more than 50% off sealed ink
13 cartridges, and that "there is no change in print quality, color
14 accuracy, vibrancy or washability".

15 17. Plaintiff alleges on information and belief that
16 each of the foregoing statements by Defendant was and is unfair,
17 false, deceptive and/or misleading, and that the true facts were
18 and are that Plaintiff's AnaBright® and PolyBright™ Inks and
19 closed-loop ink delivery system and sealed ink and cleaning
20 cartridges reduce air foam, oxidation, clogging, disruption of ink
21 flow and waste during maintenance - all of which would occur by use
22 of Defendant's "refillable inkjet cartridges", and that use of
23 Defendant's "refillable inkjet cartridges" would actually increase
24 ink costs, maintenance and down time of the printers, while
25 deceasing print quality.

26 18. Plaintiff alleges on information and belief that, in
27 or about March 2010, Defendant caused to be published on the
28 website for the Imprinted Sportswear Show Atlantic City (the "ISS

1 Atlantic Show") certain unfair, false, deceptive and/or misleading
2 statements, including without limitation, that: (a) Defendant's
3 Veloci-Jet supposedly has "half the ink cost of Anajet printers";
4 and (b) can supposedly print up to 13".

5 19. Plaintiff alleges on information and belief that
6 each of the foregoing statements by Defendant was and is unfair,
7 false, deceptive, untrue and/or misleading, and that the true facts
8 were and are that: (a) Defendant's ink and ink delivery systems
9 create greater waste and use more ink, while Plaintiff's AnaBright®
10 and PolyBright™ Inks and closed-loop ink delivery system and sealed
11 ink and cleaning cartridges reduce air foam, oxidation, clogging,
12 disruption of ink flow and waste during maintenance - all of which
13 decrease overall ink costs, maintenance and down time of the
14 printers; and (b) while Defendant's Veloci-Jet might be able to
15 print 13" wide on paper, when a garment is loaded, extra garment
16 material has to drape around both sides of the print table and,
17 therefore, Defendant's printer cannot actually print 13" wide on
18 textiles, as advertised.

19 20. Plaintiff alleges on information and belief that, at
20 the times when Defendant made the false statements set forth in
21 paragraphs 10 through 19, inclusive, above, Defendant actually knew
22 and/or reasonably should have known each of such false statements
23 to be unfair, untrue, deceptive and/or misleading and, therefore,
24 did not make such statements with any reasonable belief that such
25 statements were true, or after any reasonable effort to obtain and
set forth the true facts. Plaintiff further alleges on information
and belief that Defendant did not truly intend any of such
statements to aid the consumer in an honest comparison of products;

but, rather, made such statements with actual malice and with the intent to injure and harm the reputation, rights and/or business interests of Plaintiff.

21. Plaintiff is currently unaware of the extent of additional unfair, false, deceptive and/or misleading statements which Defendant may have made, published and/or advertised, or to whom, or when, or in what manner, however, Plaintiff will seek to amend this Complaint as soon as the details concerning such additional statements are fully ascertained.

22. Plaintiff alleges on information and belief that it has made demands on Defendant to cease and desist from making such unfair, false, deceptive and/or misleading statements and advertisements regarding Plaintiff and its products, and regarding Defendant and its own products, but Defendant has failed and refused, and continues to fail and refuse, to do so, and, instead, is continuing to make such unfair, false, deceptive and/or misleading statements and advertisements to the public, both orally and in writing.

FIRST CLAIM FOR RELIEF

(For Statutory Unfair Competition -- California)

Bus. & Prof. Code § 17200, et seq.)

23. Plaintiff realleges and incorporates herein by this reference each and every allegation contained in paragraphs 1 through 22, inclusive, as set forth above.

24. Plaintiff alleges on information and belief that the wrongful acts of Defendants as alleged above, which include, but are not limited to, each of the false statements and advertisements set forth in paragraphs 10 through 19, inclusive, above, such as:

1 (a) defaming Plaintiff and/or otherwise making unfair, false,
2 deceptive and/or misleading statements, representations and
3 advertisements, both orally and in writing, to the public that,
4 *inter alia*, Plaintiff supposedly is dishonest and/or has and will
5 "lie" to its customers and potential customers; (b) making unfair,
6 false, deceptive and/or misleading statements, representations and
7 advertisements, both orally and in writing, to the public that
8 Plaintiff's products supposedly are not good, are weak and subject
9 to damage during shipping, or that they contain or have identical
10 components or qualities as Defendant's printers, or that Plaintiff
11 does not have or offer certain products, or that its products do
12 not have certain qualities or features that they actually do have;
13 and (c) making unfair, false, deceptive and/or misleading
14 statements, representations, advertisements and comparisons, both
15 orally and in writing, to the public and the news media regarding
16 Defendant's own products; each constitute unfair competition within
17 the meaning of California Business & Professions Code § 17200, et
18 seq.

19 25. As a direct and proximate result of such misconduct
20 by Defendant, Plaintiff has been injured in fact and has lost
21 monies, benefits and/or properties which Defendant should be
22 required to disgorge and restore, the precise sum of which is
23 presently unknown, but which will be determined in accordance with
24 proof at trial, together with interest accruing thereon.

SECOND CLAIM FOR RELIEF

26 (For Unfair Competition -- Common Law)

27 26. Plaintiff realleges and incorporates herein by this
28 reference each and every allegation contained in paragraphs 1

1 through 22, inclusive, as set forth above.

2 27. Plaintiff alleges on information and belief that the
3 wrongful acts of Defendants as alleged above, which include, but
4 are not limited to, each of the false statements and advertisements
5 set forth in paragraphs 10 through 19, inclusive, above, such as:
6 (a) defaming Plaintiff and/or otherwise making unfair, false,
7 deceptive and/or misleading statements, representations and
8 advertisements, both orally and in writing, to the public that,
9 *inter alia*, Plaintiff supposedly is dishonest and/or has and will
10 "lie" to its customers and potential customers; (b) making unfair,
11 false, deceptive and/or misleading statements, representations and
12 advertisements, both orally and in writing, to the public that
13 Plaintiff's products supposedly are not good, are weak and subject
14 to damage during shipping, or that they contain or have identical
15 components or qualities as Defendant's printers, or that Plaintiff
16 does not have or offer certain products, or that its products do
17 not have certain qualities or features that they actually do have;
18 and (c) making unfair, false, deceptive and/or misleading
19 statements, representations, advertisements and comparisons, both
20 orally and in writing, to the public and the news media regarding
21 Defendant's own products; each constitute common law unfair
22 competition.

23 28. As a direct and proximate result of such misconduct
24 by Defendant, Plaintiff has been injured in fact and has lost
25 monies and/or properties which Defendant should be required to
26 disgorge and restore, the precise sum of which is presently
27 unknown, but which will be determined in accordance with proof at
28 trial, together with interest accruing thereon.

THIRD CLAIM FOR RELIEF

(For Defamation)

29. Plaintiff realleges and incorporates herein by this reference each and every allegation contained in paragraphs 1 through 22, inclusive, as set forth above.

6 30. Plaintiff alleges on information and belief that the
7 false statements published in writing and/or orally by Defendant,
8 as set forth in paragraphs 10 through 19, inclusive, above, were
9 defamatory, and libelous on their face and/or slanderous per se,
10 because they falsely accused and/or impliedly accused Plaintiff of
11 dishonesty. Plaintiff is currently unaware of the extent of
12 additional defamatory statements which Defendant may have made or
13 the specific identities of others to whom such or similar
14 defamatory statements may have been published, either in writing
15 and/or orally, however, Plaintiff will seek to amend this Complaint
16 as soon as the identities of such individuals and the contents of
17 such additional statements are fully ascertained.

18 31. Plaintiff alleges on information and belief that
19 each of the these written and/or spoken statements was libelous on
20 its face and/or slanderous per se, and clearly expose Plaintiff to,
21 among other things, contempt, hatred, distrust, ridicule, and
22 obloquy because such written and/or spoken words accuse Plaintiff
23 of engaging in dishonest conduct, and malign Plaintiff's business
24 reputation and character.

25 32. Plaintiff alleges on information and belief that
26 Defendant actually knew and/or reasonably should have known of the
27 falsity of each of its defamatory statements at the time they were
28 made, but nonetheless intentionally made them. Plaintiff further

1 alleges on information and belief that Defendant did not make such
2 false statements to aid in any honest evaluation or comparison of
3 the products, warranties or services provided by Plaintiff and
4 Defendant, but, rather, made same maliciously with the intention of
5 harming and injuring Plaintiff's rights, reputation and business
6 interests.

7 33. As a direct and proximate result of the above-
8 described defamations, Plaintiff has been damaged in an amount, the
9 precise sum of which is presently unknown, but which will be
10 determined in accordance with proof at trial, and which includes,
11 at a minimum, the sum of \$500,000.00, together with interest
12 accruing thereon.

13 34. Plaintiff alleges on information and belief that, in
14 performing the acts and omissions alleged above, Defendant acted in
15 bad faith, and in a knowing, willful, malicious, oppressive and
16 fraudulent manner, and with the intent and purpose of advancing its
17 own gain at the expense of Plaintiff's rights, reputation and
18 business interests. By reason thereof, Plaintiff is entitled to
19 punitive and exemplary damages against Defendant in a sum to be
20 determined by the trier of fact herein.

21 FOURTH CLAIM FOR RELIEF

22 (For Trade Defamation)

23 35. Plaintiff realleges and incorporates herein by this
24 reference each and every allegation contained in paragraphs 1
25 through 22, inclusive, as set forth above.

26 36. Plaintiff alleges on information and belief that the
27 false statements published in writing and/or orally to the public
28 and news media by Defendant, as set forth in paragraphs 10 through

1 19, inclusive, above, were defamatory and libelous and/or
2 slanderous because, *inter alia*, they falsely stated that Plaintiff
3 supposedly lies and is dishonest, and falsely misrepresented the
4 components, qualities and capabilities of Plaintiff's products, and
5 further impugned and injured Plaintiff's business.

6 37. Plaintiff alleges on information and belief that
7 each of such written and/or spoken statements was libelous and/or
8 slanderous, and clearly expose Plaintiff to, among other things,
9 contempt, distrust, hatred, ridicule and/or obloquy because such
10 written and/or spoken words accuse and/or impliedly accuse
11 Plaintiff of engaging in dishonest conduct and malign its
12 professional business reputation and personal character, as well as
13 the actual components, qualities and capabilities of Plaintiff's
14 products.

15 38. Plaintiff alleges on information and belief that
16 Defendant actually knew and/or reasonably should have known of the
17 falsity of its defamatory statements at the times each of them were
18 made, but nonetheless intentionally made them and/or ratified same.

19 39. As a direct and proximate result of the above-
20 described defamations, Plaintiff has been damaged in an amount, the
21 precise sum of which is presently unknown, but which will be
22 determined in accordance with proof at trial, and which includes,
23 at a minimum, the sum of \$500,000.00, together with interest
24 accruing thereon.

25 40. Plaintiff alleges on information and belief that, in
26 performing the acts and omissions alleged above, Defendant acted in
27 bad faith, and in a knowing, willful, malicious, oppressive and
28 fraudulent manner, and with the intent and purpose of advancing its

1 own gain at the expense of Plaintiff's rights, reputation and
 2 business interests. By reason thereof, Plaintiff is entitled to
 3 punitive and exemplary damages against Defendant in a sum to be
 4 determined by the trier of fact herein.

5 FIFTH CLAIM FOR RELIEF

6 (For Intentional Interference With Prospective Economic Advantage)

7 41. Plaintiff realleges and incorporates herein by this
 8 reference each and every allegation contained in paragraphs 1
 9 through 22, inclusive, as set forth above.

10 42. Plaintiff alleges on information and belief that it
 11 had specific economic relationships with its customers, each of
 12 which - if uninterrupted - would have likely produced prospective
 13 economic advantages to Plaintiff, and that, at the times when
 14 Defendant engaged in the wrongful conduct set forth above,
 15 Defendant knew or reasonably should have known of such economic
 16 relationships and that Plaintiff stood to profit and benefit
 17 therefrom.

18 43. Plaintiff alleges on information and belief that,
 19 notwithstanding Defendant's knowledge, however, and in order to try
 20 to improperly obtain such prospective economic advantages for
 21 itself, Defendant intentionally solicited Plaintiff's customers to
 22 terminate and/or alter such specific economic relationships,
 23 intentionally interfered with and disrupted the proper performance
 24 of same, and wrongfully influenced certain of Plaintiff's customers
 25 to terminate and/or alter such relationships so as to do business
 26 directly with Defendant instead of with Plaintiff, and did so,
 27 *inter alia*, by making the unfair, false, deceptive and/or
 28 misleading statements set forth in paragraphs 10 through 19,

1 inclusive, above.

2 44. As a direct and proximate result of such wrongful
3 actions by Defendant, such relationships were actually interfered
4 with and Plaintiff has been damaged in an amount, the precise sum
5 of which is presently unknown, but which will be determined in
6 accordance with proof at trial, and which includes, at a minimum,
7 the sum of \$500,000.00, together with interest accruing thereon.

8 45. Plaintiff alleges on information and belief that, in
9 performing the acts and omissions alleged above, Defendant acted in
10 bad faith, and in a knowing, willful, malicious, oppressive and
11 fraudulent manner, and with the intent and purpose of advancing its
12 own gain at the expense of Plaintiff's rights, reputation and
13 business interests. By reason thereof, Plaintiff is entitled to
14 punitive and exemplary damages against Defendant in a sum to be
15 determined by the trier of fact herein.

SIXTH CLAIM FOR RELIEF

(For Negligent Interference With Prospective Economic Advantage)

18 46. Plaintiff realleges and incorporates herein by this
19 reference each and every allegation contained in paragraphs 1
20 through 22, inclusive, as set forth above.

21 47. Plaintiff alleges on information and belief that it
22 had specific economic relationships with its customers, each of
23 which - if uninterrupted - would have likely produced prospective
24 economic advantages to Plaintiff, and that, at the times when
25 Defendant engaged in the wrongful conduct set forth above,
26 Defendant knew or reasonably should have known of such economic
27 relationships and that Plaintiff stood to profit and benefit
28 therefrom, and that such relationships would be disrupted if

Defendant failed to act with reasonable care.

2 48. Plaintiff further alleges on information and belief
3 that, notwithstanding Defendant's knowledge, however, and in order
4 to try to obtain such prospective economic advantages for itself,
5 Defendant failed to act with reasonable care and negligently and
6 recklessly solicited Plaintiff's customers to terminate and/or
7 alter such specific economic relationships, interfered with and
8 disrupted the proper performance of same, and wrongfully influenced
9 certain of Plaintiff's customers to terminate and/or alter such
10 relationships so as to do business directly with Defendant instead
11 of with Plaintiff, and did so, *inter alia*, by making the wrongful
12 unfair, false, deceptive and/or misleading statements set forth in
13 paragraphs 10 through 19, inclusive, above.

14 49. As a direct and proximate result of such wrongful
15 actions by Defendant, such relationships were actually interfered
16 with and Plaintiff has been damaged in an amount, the precise sum
17 of which is presently unknown, but which will be determined in
18 accordance with proof at trial, and which includes, at a minimum,
19 the sum of \$500,000.00, together with interest accruing thereon.

SEVENTH CLAIM FOR RELIEF

(For Injunctive Relief)

22 50. Plaintiff realleges and incorporates herein by this
23 reference each and every allegation contained in paragraphs 1
24 through 49, inclusive, as set forth above.

51. The enjoining of Defendant is necessary for Plaintiff to protect its reputation, rights and interests, as well as all benefits and profits derived therefrom, all of which rightfully belong to Plaintiff.

1 52. Plaintiff alleges on information and belief that,
2 unless Defendant is enjoined and restrained forthwith from, *inter
3 alia*: (a) making further unfair, false, deceptive and/or misleading
4 statements about Plaintiff, including without limitation, stating
5 or implying dishonesty as to Plaintiff; (b) making further unfair,
6 false, deceptive and/or misleading statements and advertising about
7 Plaintiff's products, including without limitation, their
8 components, qualities and capabilities; (c) making further unfair,
9 false, deceptive and/or misleading advertisements and comparisons
10 between Plaintiff's products and Defendant's products; and (d)
11 making further unfair, false, deceptive and/or misleading
12 statements and advertisements about Defendant's products, including
13 without limitation, their components, qualities, and capabilities;
14 as well as being enjoined and required to forthwith turnover to
15 Plaintiff's possession all of the funds, benefits and profits which
16 Defendant has derived from its wrongful conduct and which are
17 within Defendant's possession and control, along with all
18 documentation relating thereto; such acts will cause irreparable
19 injury and damages to Plaintiff, the amount of which will be
20 extremely difficult and impracticable to ascertain and fix, and for
21 which Plaintiff will have no adequate remedy at law.

22 53. In light of the foregoing, Plaintiff is entitled to
23 a temporary restraining order, a preliminary injunction and/or a
24 permanent injunction, all enjoining Defendant, as well as its
25 agents, employees and representatives, and all other persons or
26 entities acting under or in concert or participating with
27 Defendant, from in any way taking or attempting any of the actions
28 set forth in paragraph 52 above.

1 EIGHTH CLAIM FOR RELIEF

2 (For Declarative Relief)

3 54. Plaintiff realleges and incorporates herein by this
4 reference each and every allegation contained in paragraphs 1
5 through 53, inclusive, as set forth above.

6 55. An actual controversy has arisen, and now exists,
7 between and among Plaintiff, on the one hand, and Defendant, on the
8 other hand, concerning their respective rights and duties in that
9 Plaintiff contends, and alleges on information and belief that
10 Defendant denies, that: (a) Defendant has made the statements set
11 forth in paragraphs 10 through 19, inclusive, above, and such
12 statements are unfair, false, deceptive and/or misleading for the
13 reasons, *inter alia*, set forth in such paragraphs; and (b)
14 Defendant is obligated to retract such unfair, false, deceptive
15 and/or misleading statements, and to cease and desist from making,
16 publishing and/or repeating such unfair, false, deceptive and/or
17 misleading statements, whether in writing or orally, at any time in
18 the future.

19 56. Plaintiff desires a judicial determination of the
20 rights and duties of each of the parties hereto, and a declaration
21 that: (a) Defendant has made the statements set forth in paragraphs
22 10 through 19, inclusive, above, and such statements are unfair,
23 false, deceptive and/or misleading for the reasons, *inter alia*, set
24 forth in such paragraphs; and (b) Defendant is obligated to retract
25 such unfair, false, deceptive and/or misleading statements, and to
26 cease and desist from making, publishing and/or repeating such
27 unfair, false, deceptive and/or misleading statements, whether in
28 writing or orally, at any time in the future.

1 57. A judicial declaration is necessary and appropriate
2 at this time under the circumstances as set forth herein in order
3 that the parties hereto may ascertain their respective rights and
4 duties in order to resolve the controversies between the parties
5 regarding the above matter.

6 WHEREFORE, Plaintiff prays for judgment against
7 Defendant, as follows:

8 ON THE FIRST AND SECOND CLAIMS FOR RELIEF

9 1. For restitution and disgorgement to Plaintiff of all
10 actual monies, benefits and/or properties wrongfully obtained by
11 Defendant as a result of Defendant's unfair competition and
12 wrongful conduct, together with interest accruing thereon;

13 ON THE THIRD, FOURTH AND FIFTH CLAIMS FOR RELIEF

14 2. For general damages in a sum to be determined
15 according to proof, but in no event less than \$500,000.00, together
16 with interest accruing thereon;

17 3. For special damages in a sum to be determined
18 according to proof, together interest accruing thereon;

19 4. For punitive and exemplary damages in a sum to be
20 determined by the trier of fact herein;

21 ON THE SIXTH CLAIM FOR RELIEF

22 5. For general damages in a sum to be determined
23 according to proof, but in no event less than \$500,000.00, together
24 with interest accruing thereon;

25 ON THE SEVENTH CLAIM FOR RELIEF

26 6. For an Order requiring Defendant to show cause, if
27 any it has, why it should not be enjoined as set forth herein;
28

ON THE EIGHTH CLAIM FOR RELIEF

2 7. For declaratory relief as prayed for in the Eighth
3 Claim for Relief;

ON ALL CLAIMS FOR RELIEF

5 8. For Plaintiff's costs of suit incurred herein; and
6 9. For such other and further relief as the Court may
7 deem just and proper.

8 DATED: March 10, 2010

SHIELDS LAW OFFICES

By:

Jeffrey W. Shields
Rick A. Varner
Attorneys for Plaintiff
AnaJet, Inc.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury in the above action.

DATED: March 10, 2010

SHIELDS LAW OFFICES

By

Jeffrey W. Shields

Rick A. Varner

Attorneys for Plaintiff
AnaJet, Inc.

Name & Address:
 Jeffrey W. Shields, SBN 109920
 SHIELDS LAW OFFICES
 1920 Main Street, Suite 1080
 Irvine, CA 92614

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

ANAJET, INC.	CASE NUMBER
v. EQUIPMENT ZONE, INC.	PLAINTIFF(S)
	SACV10-00294 RNB
	DEFENDANT(S).
	SUMMONS

TO: DEFENDANT(S): EQUIPMENT ZONE, INC.

A lawsuit has been filed against you.

Within 20 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached complaint amended complaint counterclaim cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Jeffrey W. Shields/Shields Law Offices, whose address is 1920 Main Street, Suite 1080, Irvine, California 92614. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: 3/10/10

By: J. DEBOSE
 Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3).]

Name & Address:
 Jeffrey W. Shields, SBN 109920
 SHIELDS LAW OFFICES
 1920 Main Street, Suite 1080
 Irvine, CA 92614

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

ANAJET, INC.		CASE NUMBER
	PLAINTIFF(S)	SACV10-00294 RNB
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Clerk, U.S. District Court

Dated: _____

By: _____

Deputy Clerk

(Seal of the Court)

1144

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3).]

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) ANAJET, INC.	DEFENDANTS EQUIPMENT ZONE, INC.				
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) SHIELDS LAW OFFICES/Jeffrey W. Shields 1920 Main St., Ste. 1080, Irvine, CA 92614 (949) 724-7900					
II. BASIS OF JURISDICTION (Place an X in one box only.)					
<input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)					
<input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)					
III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.)					
Citizen of This State					
Citizen of Another State					
Citizen or Subject of a Foreign Country					
PTF DEF					
<input type="checkbox"/> 1 <input type="checkbox"/> 1 Incorporated or Principal Place of Business in this State					
<input type="checkbox"/> 2 <input type="checkbox"/> 2 Incorporated and Principal Place of Business in Another State					
<input type="checkbox"/> 3 <input type="checkbox"/> 3 Foreign Nation					
PTF DEF					
<input checked="" type="checkbox"/> 4 <input type="checkbox"/> 4					
<input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5					
<input type="checkbox"/> 6 <input type="checkbox"/> 6					
IV. ORIGIN (Place an X in one box only.)					
<input checked="" type="checkbox"/> 1 Original <input type="checkbox"/> 2 Removed from State Court <input type="checkbox"/> 3 Remanded from Appellate Court <input type="checkbox"/> 4 Reinstated or Reopened <input type="checkbox"/> 5 Transferred from another district (specify):					
<input type="checkbox"/> 6 Multi-District Litigation <input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge					
V. REQUESTED IN COMPLAINT: JURY DEMAND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Check 'Yes' only if demanded in complaint.)					
CLASS ACTION under F.R.C.P. 23: <input type="checkbox"/> Yes <input type="checkbox"/> No					
MONEY DEMANDED IN COMPLAINT: \$ 500,000					
VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)					
VII. NATURE OF SUIT (Place an X in one box only.)					
OTHER STATUTES	CONTRACT	TORTS	TORTS	PRISONER PETITIONS	LABOR
<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/ Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	BANKRUPTCY <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	FORFEITURE / PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	REAL PROPERTY <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 447 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	IMMIGRATION <input type="checkbox"/> 440 Other Civil Rights	SOCIAL SECURITY <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g))
<input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609			

SACV10-00294 RNB

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? No Yes
If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) A. Arise from the same or closely related transactions, happenings, or events; or
 B. Call for determination of the same or substantially related or similar questions of law and fact; or
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District: [*]	California County outside of this District; State, if other than California; or Foreign Country
Orange County	

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

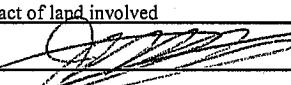
County in this District: [*]	California County outside of this District; State, if other than California; or Foreign Country
	New Jersey

- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District: [*]	California County outside of this District; State, if other than California; or Foreign Country
Orange and Los Angeles Counties	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): 

Date March 10, 2010

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))